



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

April 12, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

32 April 12, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

**DELEGATION OF AUTHORITY FOR MEMORANDUM OF AGREEMENT BETWEEN PUBLIC  
WORKS AND THE UNITED STATES OF AMERICA DEPARTMENT OF  
THE ARMY FOR REVIEW AND PROCESSING OF A DEVIATION REQUEST TO THE WHITTIER  
NARROWS DAM WATER CONTROL PLAN  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

### **SUBJECT**

This action is to delegate authority to the Director of Public Works or her designee to enter into a Memorandum of Agreement with the United States of America Department of the Army to fund the review and processing of a deviation request to the Whittier Narrows Dam Water Control Plan to facilitate groundwater recharge for local water supply.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed action is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Delegate authority to the Director of Public Works or her designee to enter into a Memorandum of Agreement, and any necessary subsequent amendments, with the United States of America Department of the Army to provide funds to the United States of America Department of the Army for their review and processing of a deviation request to the Water Control Plan for Whittier Narrows Dam. The Memorandum of Agreement will provide for the County of Los Angeles Department of Public Works to pay the United States of America Department of the Army the total sum of \$150,000.
3. Authorize the Director of Public Works or her designee to increase the total sum payable to the

United States of America Department of the Army by up to an additional 10 percent for unforeseen additional work, if required, for completion of their review and processing of the deviation request.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to delegate authority to the Director of Public Works or her designee to enter into a Memorandum of Agreement (MOA) with the United States of America Department of the Army (Department of the Army) to provide funds to the Department of the Army to review and process a deviation request to the Whittier Narrows Dam Water Control Plan. Entering into the MOA will enable the Department of the Army to assess the potential to temporarily modify the operations of Whittier Narrows Dam to increase the volume of stormwater captured for local water supply.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1). This action will improve the County of Los Angeles and the Los Angeles County Flood Control District (District) by enhancing the sustainability of local water supply through improved dam operations that facilitate groundwater recharge.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The estimated cost for the Department of the Army's review and processing of the deviation request to the Whittier Narrows Dam Water Control Plan is \$150,000. The maximum authorized cost under any subsequent amendments would be \$165,000, subject to the approval of the Water Replenishment District of Southern California's (WRD) Board. Sufficient funds are available in the Fiscal Year 2015-16 of the Los Angeles County Flood Control District Fund Budget (District Fund).

Under the terms of an existing Cooperative Funding Agreement between the County and WRD, for which the Board delegated authority to the Director of Public Works on September 15, 2015 (See Enclosures A and B), WRD will reimburse Public Works for 50 percent of the payment(s) to the Department of the Army for review and processing of the deviation request. Therefore, the total estimated cost to the District Fund for the Department of the Army's review and processing of the deviation request, after reimbursement by WRD, is \$75,000. The maximum authorized cost to the District Fund after reimbursement by WRD, including necessary additional costs approved under any subsequent amendments, would be \$82,500.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Department of the Army, the County, the District, and WRD support the conservation of stormwater for local water supply. Whittier Narrows Dam is owned and operated by the Department of the Army. The Department of the Army allocates a portion of the storage behind the dam (known as the water conservation pool) for the capture of stormwater, which is used to recharge groundwater at downstream spreading grounds in the Central Groundwater Basin.

The deviation would increase the water conservation pool depth by 4.5 feet to accommodate an additional 1,000 acre-feet of stormwater per storm event to be captured at the dam and then released for groundwater recharge. The Department of the Army requires a deviation request and

funding for its review and processing. The Department of the Army's estimated cost to review and process the deviation request is \$150,000. Before the Department of the Army can accept funds to review and process the deviation request, the Department of the Army requires Public Works to enter into the MOA provided in Enclosure C. Pursuant to the Cooperative Funding Agreement referenced above, WRD will prepare the deviation request package for submission to the Department of the Army. If the Department of the Army approves the deviation request, they will return to Public Works for its consultation and approval of obligations and responsibility to be undertaken by Public Works as a condition of implementation of the deviation to the Water Control Plan.

Delegated authority to enter into subsequent amendments to the MOA is recommended to account for necessary unforeseen circumstances to complete the review and processing of the deviation request, including extensions of time, minor changes in scope, and increases in the cost up to 10 percent of the estimated cost. The total increased payments to be made by Public Works as a result of the subsequent amendments will not exceed \$15,000, and is subject to the approval of WRD's Board, with a maximum of \$7,500 of increased cost not reimbursed by WRD resulting in a total maximum cost of \$82,500 to Public Works.

The enclosed MOA has been reviewed and approved as to form by County Counsel.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed action is categorically exempt from the California Environmental Quality Act (CEQA). The MOA provides funding to the Department of the Army to assess a possible deviation to the Whittier Narrows Dam Water Conservation Plan that is not approved, adopted, or funded. Thus, this action meets the criteria set forth in Sections 15262 and 15306 of the CEQA Guidelines and Class 6 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, the project is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current services. The agreement will fund the collection of data required by the Department of the Army to assess the temporary increase in elevation of the water conservation pool at the Whittier Narrows Dam.

#### **CONCLUSION**

Please return one adopted copy of this letter to Public Works, Water Resources Division.

The Honorable Board of Supervisors

4/12/2016

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:CS:sh

Enclosures

c: Chief Executive Office (Rochelle Goff)  
County Counsel (Carole Suzuki)  
Executive Office



GAIL FARBER, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

September 15, 2015


**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

40 September 15, 2015

Dear Supervisors:

  
PATRICK OZAWA  
ACTING EXECUTIVE OFFICER

**DELEGATION OF AUTHORITY FOR AGREEMENTS  
BETWEEN PUBLIC WORKS, THE UNITED STATES ARMY CORPS OF ENGINEERS, AND THE  
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA REGARDING THE WATER  
CONSERVATION AND SUPPLY FEASIBILITY STUDY AND DEVIATION REQUEST TO THE  
WHITTIER NARROWS DAM WATER CONTROL PLAN  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

This action is to delegate authority to the Director of Public Works or her designee to enter into an amendment to an existing agreement with the United States Army Corps of Engineers to complete a Water Conservation and Supply Feasibility Study Update for Whittier Narrows Dam and enter into a Cooperative Funding Agreement with the Water Replenishment District of Southern California to fund the United States Army Corps of Engineers' Feasibility Study Update and the review and processing of a deviation request.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed actions are exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Delegate authority to the Director of Public Works or her designee to enter into an amendment, and any necessary subsequent amendments, to the County's existing agreement with the United States of America Department of the Army for the Los Angeles County Drainage Area Water Conservation and Supply Study for Santa Fe and Whittier Narrows Dams. The amendment will allow for the inclusion of the Water Replenishment District of Southern California into the agreement and

for the County of Los Angeles Department of Public Works and the Water Replenishment District of Southern California to provide funds to the United States Army Corps of Engineers to update its 1999 Feasibility Study.

3. Delegate authority to the Director of Public Works or her designee to enter into a Cooperative Funding Agreement with the Water Replenishment District of Southern California, and any necessary subsequent amendments, for the United States Army Corps of Engineers' preparation of a Feasibility Study Update and for the United States Army Corps of Engineers' review and processing of a deviation request. The Cooperative Funding Agreement will provide for the County of Los Angeles Department of Public Works to pay the United States Army Corps of Engineers up to \$1,540,000 for the Feasibility Study Update and up to \$165,000 for review and processing of the deviation request and for the Water Replenishment District of Southern California to reimburse the County of Los Angeles Department of Public Works for 100 percent of the cost of the Feasibility Study Update and 50 percent of the cost of the deviation request, resulting in a maximum cost of \$82,500 to the County of Los Angeles Department of Public Works.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to delegate authority to the Director of Public Works or her designee to amend the 1994 agreement between the United States of America and the County of Los Angeles Department of Public Works, California, for the Los Angeles County Drainage Area Water Conservation and Supply Study, California Santa Fe and Whittier Narrows Dams to enable funding to the United States Army Corps of Engineers (ACOE) to perform a Feasibility Study Update to assess a permanent increase in the water conservation pool at Whittier Narrows Dam and to enter into a Cooperative Funding Agreement that will enable the County of Los Angeles Department of Public Works (Public Works) and the Water Replenishment District of Southern California (WRD) to provide funding to ACOE to complete the Feasibility Study Update for Whittier Narrows Dam and to prepare required documentation and funding for ACOE's review and processing of a deviation request to the Whittier Narrows Dam Water Control Plan. The amendment will be between Public Works, ACOE, and WRD, and the Cooperative Funding Agreement will be between Public Works and WRD.

Entering into the agreements will help facilitate the ACOE in completing studies necessary to assess the potential to modify the operations of Whittier Narrows Dam to increase the volume of stormwater captured for local water supply.

#### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1). These actions will improve the Los Angeles County and Los Angeles County Flood Control District (District) by enhancing the sustainability of local water supply through improved dam operations that facilitate groundwater recharge. Additionally, these actions will provide for strong fiscal management by capitalizing on funding partnerships.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The estimated cost to complete the Feasibility Study Update associated with the amendment is \$1,400,000, and the maximum authorized cost under any subsequent amendments would be

\$1,540,000 subject to the approval of WRD's Board. The estimated cost for ACOE's review and processing of the deviation request to the Whittier Narrows Dam Water Control Plan is \$150,000, and the maximum authorized cost under any subsequent amendments would be \$165,000 subject to the approval of WRD's Board. Sufficient funds are available in the Fiscal Year 2015-16 Los Angeles County Flood Control District Fund Budget for these costs. Under the terms of the Cooperative Funding Agreement between Public Works and WRD, WRD will reimburse the District through Public Works for 100 percent of the payment(s) made to ACOE for the Feasibility Study Update and 50 percent of the payment(s) for the deviation request.

The total estimated cost to the District for ACOE's preparation of the Feasibility Study Update and review and processing of the deviation request, after reimbursement by WRD, is \$75,000. The maximum authorized cost to the District after reimbursement by WRD, including necessary additional costs approved under any subsequent amendments, would be \$82,500.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

ACOE, the District, and WRD support the conservation of stormwater for local water supply. Whittier Narrows Dam is owned and operated by ACOE. The dam provides a water conservation pool that is utilized to recharge groundwater in the Central Groundwater Basin's Montebello Forebay through the Rio Hondo Coastal Basin Spreading Grounds, which is owned and operated by the District.

In 1999, ACOE completed a Feasibility Study under the existing agreement (Enclosure A). The Feasibility Study recommended increasing the water conservation pool at Whittier Narrows Dam in order to provide additional water conservation benefits. The existing Feasibility Study needs to be updated to reflect current environmental conditions and evaluate new alternatives to the Whittier Narrows Dam Water Control Plan. WRD expressed an interest to ACOE and Public Works to help with the completion of the Feasibility Study Update by contributing funds for ACOE's review. Completion of the Feasibility Study Update and the WRD's participation requires amending the existing agreement. The amendment will be substantially similar to Enclosure B and will allow for the inclusion of WRD into the agreement. The amendment will also allow Public Works and WRD to fund the Feasibility Study Update as Non-Federal Sponsors. The Non-Federal Sponsors' contribution is estimated to be \$1,400,000. Under the Cooperative Funding Agreement between Public Works and WRD, this amount will be paid by Public Works with reimbursements by WRD.

Upon completion of the Feasibility Study Update, ACOE will meet with WRD and Public Works to review the study's recommendations. Public Works will return to the Board for required approvals to implement modifications of the Whittier Narrows Dam Water Control Plan.

Given the approximate 5-year time frame to complete the Feasibility Study Update, Public Works and WRD have discussed with ACOE the potential for an interim, temporary deviation to the Whittier Narrows Dam Water Control Plan to allow an increase in the water conservation pool to accommodate an additional 1,000 acre-feet of stormwater per storm event to be captured at the dam and then released for groundwater recharge. ACOE requires a formal deviation request and funding for its review and processing. ACOE's estimated cost to review and process the deviation request is \$150,000. Under the terms of the Cooperative Funding Agreement, WRD will prepare a formal deviation request and any documentation required to comply with the California Environmental Quality Act (CEQA). Prior to transmitting the request to ACOE, Public Works will return to the Board for authority to enter into a Memorandum of Agreement with ACOE to provide funding for ACOE to review and process the deviation request and to make appropriate CEQA findings.

The Cooperative Funding Agreement, which will be substantially similar to Enclosure C, will allow

WRD to reimburse the District through Public Works for 100 percent of the funds to be provided to ACOE for completion of the Feasibility Study Update and for 50 percent of the funds to be provided to ACOE for the review and processing of the deviation request.

Delegated authority to enter into subsequent amendments is recommended to account for necessary, unforeseen circumstances to complete the Feasibility Study Update and deviation request, including extensions of time, minor changes in scope, and increases in the cost up to 10 percent of the estimated cost. The total increased payments to be made by Public Works as a result of the subsequent amendments will not exceed \$155,000 (10 percent of the total estimated costs of \$1,400,000 for the Feasibility Study Update and \$150,000 for the deviation request) and is subject to the approval of WRD's Board, with a maximum of \$7,500 of increased cost not reimbursed by WRD resulting in a total maximum cost of \$82,500 to Public Works.

The enclosed amendment and Cooperative Funding Agreement have been reviewed and approved as to form by County Counsel. Prior to execution, the final version of the documents will be reviewed and approved as to form by County Counsel.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed actions are categorically exempt from CEQA. The agreements provide funding to the ACOE to gather data and information required to complete feasibility studies to assess possible future modification of the Whittier Narrows Dam Water Control Plan that is not approved, adopted or funded. This action meets the criteria set forth in Sections 15262 and 15306 of the State CEQA Guidelines and Class 6 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, the project is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records.

Upon the Board's approval of the agreements, Public Works will file a Notice of Exemption with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current services. The agreements will fund the preparation of studies and collection of data required by the ACOE to assess the increase in elevation of the water conservation pools at the Whittier Narrows Dam.

#### **CONCLUSION**

Please return one adopted copy of this letter to Public Works, Water Resources Division.



The Honorable Board of Supervisors

9/15/2015

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:CS:sh

Enclosures

c: Chief Executive Office (Rochelle Goff)  
County Counsel (Carol Suzuki)  
Executive Office

003339



## COOPERATIVE FUNDING AGREEMENT LOS ANGELES COUNTY

This Cooperative Agreement (the "Agreement") is made and entered into this 1 day of August, 2015 ("Effective Date"), by and between the Water Replenishment District of Southern California ("WRD") and the County of Los Angeles ("County") through its Department of Public Works (collectively referred to as "Parties" or individually as "Party") for the purposes stated herein.

### RECITALS

**WHEREAS**, the County of Los Angeles is home to approximately 10 million residents who depend on reliable sources of water; and

**WHEREAS**, two-thirds of the water supply is imported from sources outside of the region; and

**WHEREAS**, in addition to imported water, the water supply also depends on groundwater that is recharged from a variety of sources, including storm flows; and

**WHEREAS**, the County and the Los Angeles County Flood Control District ("LACFCD") engage in multiple projects which are designed to address water supply, conservation and water quality issues throughout Los Angeles County; and

**WHEREAS**, through its various projects, LACFCD conserves approximately 150,000 acre-feet of local stormwater runoff each year; and

**WHEREAS**, WRD is a special district created pursuant to California Water Code, Section 60000, *et seq.*, adopted by the California legislature in 1955; and

**WHEREAS**, WRD has operated since 1959 to protect and preserve the quantity and quality of the groundwater supplies in the Central and West Coast Groundwater Basins, which serve as the source of nearly 40 percent of the water used by the four million people overlying the WRD's 420-square-mile service area; and

**WHEREAS**, WRD's mission includes managing and safeguarding the groundwater resources of the Central Basin by ensuring its water quality and by maximizing the amount of groundwater in the basins; and

**WHEREAS**, the Whittier Narrows Dam is owned and operated by the United States Army Corps of Engineers ("USACE") and provides flood control, recreation and water conservation for Los Angeles County; and

**WHEREAS**, the Whittier Narrows Dam has provided a reliable means of capturing local stormwater flows which are later released and conserved in the LACFCD-operated Rio Hondo and San Gabriel River Spreading Grounds for groundwater replenishment purposes; and

**WHEREAS**, the County is designated as a Non-Federal Sponsor under its Agreement of November 8, 1994 with the United States of America to study the feasibility of providing additional water conservation in the Los Angeles County Drainage Area at Santa Fe and Whittier Narrows Dams in Los Angeles County; and

**WHEREAS**, in an effort to maximize the local water supply using existing infrastructure, and to provide additional space for the capture of stormwater, WRD and County wish to increase the elevation of the Whittier Narrows Conservation Pool from 201.6 feet to 205 feet; thereby increasing the ability to conserve approximately 1,100 acre-feet of additional water for recharge into the groundwater basin annually, and thereby reducing the need to rely on expensive water imported into the area from the Sacramento and Colorado Rivers; and

**WHEREAS**, the increased elevation of the Whittier Narrows Conservation Pool will work in conjunction with the recharge basin percolation enhancement and equalization projects currently being undertaken by WRD and LACFCD to provide drought relief and long-term water supply benefits to the Los Angeles region; and

**WHEREAS**, USACE desires to implement high priority water conservation projects to address the unprecedented water supply shortage condition; and

**WHEREAS**, in order to temporarily operate the Whittier Narrows Conservation Pool at the 205 foot elevation for the 2014-2015 storm season, WRD will prepare, at its expense, a Deviation Request Package (a deviation from the current 201.6 foot pool elevation) for USACE approval, and in order to permanently operate at the new elevation USACE will prepare, with local cost-share provided by WRD, an update to the Whittier Narrows Dam Feasibility Study ("Feasibility Study"); and

**WHEREAS**, County has agreed to pay the estimated cost of One Hundred Fifty Thousand Dollars (\$ 150,000.00) to USACE for its review and approval of the Deviation Request Package, and WRD has agreed to reimburse County for all such payments to USACE; and

**WHEREAS**, County has agreed to pay the estimated cost of One Million Four Hundred Thousand Dollars (\$1,400,000.00) to USACE for the preparation and processing of the Feasibility Study update, and WRD has agreed to reimburse County for all such payments to USACE; and

**WHEREAS**, any reimbursement by WRD exceeding Seventy Five Thousand Dollars (\$75,000.00) for the Deviation Request Package, and/or exceeding One Million Four Hundred Thousand Dollars (\$1,400,000.00), for the Feasibility Study update are subject to the approval of the Board of Directors of WRD; and

**WHEREAS**, County and LACFCD have no financial responsibility to provide funds to WRD or USACE for any costs related to the preparation and review of the Deviation Request Package or the Feasibility Study update other than the amounts agreed to be reimbursed by WRD herein; and

**WHEREAS**, approval from USACE to operate at the increased pool elevation in time for the 2014-2015 storm season would implement an immediate and reliable conservation vehicle to provide drought relief for the Los Angeles region, and alleviate the long-term impact on the region's groundwater supply induced by ongoing drought.

**NOW THEREFORE**, in consideration of the mutual benefits derived by WRD and County, the Parties hereby agree as follows:

**A. COUNTY AGREES:**

1. To cooperate with WRD and USACE to facilitate the processing and review of the Deviation Request Package and the update of the Feasibility Study.
2. To work to amend its agreement with the USACE to include WRD as a Non-Federal Sponsor.
3. Upon receipt of WRD deposit amounts totaling Four Hundred and Seventy Five Thousand Dollars (\$475,000) as provided in Paragraph B.4., to pay USACE up to the amount of One Hundred Fifty Thousand Dollars (\$ 150,000.00) for its review and approval of the Deviation Request Package and up to the amount of One Million Four Hundred Thousand Dollars (\$1,400,000.00) for USACE staff to begin work on the Feasibility Study Update while federal funds are being secured.
4. The County shall invoice WRD in the amount of Three Hundred Forty Thousand (\$340,000) each year for three years until WRD has fully reimbursed the County for its payments to USACE for the Deviation Request Package and Feasibility Study Update. In the event that Board of Directors of WRD authorizes additional expenditures to USACE for the completion of the Deviation Request Package or the Feasibility Study Update, the County will advance such additional amounts to USACE upon written agreement by the Parties of an acceptable reimbursement payment schedule.
5. To keep WRD apprised of project requirements and progress, and copy WRD on correspondence with USACE relevant to this cooperative effort.

B. WRD AGREES:

1. To take the necessary action to complete and submit the Deviation Request Package to USACE for its review and approval.
2. To contract with an environmental services consultant ("Consultant") who is experienced with United States Army Corps of Engineers projects and is familiar with the requirements for completion of the Deviation Request Package and to administer and fund the Consultant's contract.
3. To complete and submit the Deviation Request Package to the USACE in a reasonable amount of time to obtain approval to temporarily operate at the increased pool elevation by October 15, 2014, or upon receiving authorization by USACE.
4. WRD agrees that upon execution of this Agreement, WRD will deposit with the County the amount of Seventy-Five Thousand Dollars (\$75,000) to fund USACE review of the Deviation Request Package and the amount of Four Hundred Thousand Dollars (\$400,000) to be applied toward the total reimbursement amount to the County of One Million Four Hundred Thousand Dollars (\$1,400,000.00) to fund USACE preparation and processing of the Feasibility Study Update. WRD agrees to pay reimbursements to the County of Three Hundred Forty Thousand Dollars (\$340,000) annually until the total reimbursement amount due to the County under this Agreement is paid in full. WRD will provide annual payments to the County within 30 days of invoicing by the County.
5. Any requests for reimbursement in excess of the amounts stated above in section four, shall require WRD board action.

C. IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. Term.

This Agreement is effective as of the Effective Date, and shall expire on December 31, 2019, or upon earlier termination by written notification from WRD or County. This Agreement shall be extended upon written notice by WRD that the Deviation Request Package or the Feasibility Study Update has been delayed beyond the expected date of completion for reasons beyond the control of either Party. WRD reimbursement and payment obligations survive termination of this Agreement, until satisfied in full.

2. Funding Agreement.

This Agreement is intended as a funding agreement to assist WRD in providing compensation to USACE for the preparation and review of the Deviation Request Package and the Feasibility Study Update to increase the elevation of the Whittier Narrows Conservation Pool. Nothing in this Agreement is intended to transfer liability to WRD,

LACFCD and/or the County for the manner of operation of the Whittier Narrows Conservation Pool. If the estimated USACE costs for its review of the Deviation Request Package and/or the preparation of the Feasibility Study Update provided in Paragraph 3.B. are exceeded, WRD may elect to fund any additional costs to ensure the completion of these studies under the terms of this Agreement. Subject to the approval of the Secretary of the United States Army, the United States Government shall return any unexpended funds to County. County shall then remit said funds to WRD, or with WRD's approval, utilize the funds to satisfy reimbursement amounts due from WRD to the County pursuant to this Agreement.

3. External Funding.

Parties agree to mutually support the other in seeking grant funding. Grant funding received by either of the Parties for the update of the Feasibility Study shall be applied toward reducing the local cost share as defined in the Initial Project Management Plan Los Angeles County Drainage Area Water Conservation and Supply Study, California Santa Fe Dam – Whittier Narrows Dam agreement adopted on November 8, 1994 between USACE and County.

4. Operational Requirements.

In order to temporarily operate the Whittier Narrows Conservation Pool at the 205 foot elevation for the 2014-2017 storm season, a Deviation Request Package must be completed and approved by USACE, and permanent operation at the new elevation will require an update to the Whittier Narrows Dam Feasibility Study.

5. Feasibility Study.

During authorization by USACE of a deviation from the approved water control plan, the Parties shall concurrently work with USACE to expeditiously complete an update of the Feasibility Study as required to secure the USACE's approval for a change to the long-term water control plan for the Whittier Narrows Dam.

6. Applicability of Work Results with Respect to Long-term Goal.

To the maximum extent practicable, results of work performed and materials prepared for the completion of the Deviation Request Package shall be applied toward satisfying the requirements of the Feasibility Study Update. Wherever applicable, the results and cost value of in-kind deviation request components shall be credited toward the overall work requirements, and associated local cost share requirement, for completion of the Feasibility Study Update, and toward achieving approval for a long-term operating plan. The conditions in this Section are contingent upon the USACE's decision to permit the work performed in

completion of the Deviation Request Package to be credited toward satisfying the requirements of the Feasibility Study Update.

7. Environmental Compliance.

The Parties agree that this Agreement shall serve as a cooperative agreement between the Parties to provide funding to USACE for purposes of performing feasibility and planning studies, data collection, research and resource evaluation activities. This agreement shall not form the basis of any finding of environmental liability. If USACE provides approval of the Feasibility Study Update and Deviation Request Package, any future project implementation activities will comply with all applicable laws, including but not limited to, compliance with applicable provisions of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). WRD will be the lead agency for purposes of CEQA and will comply with all requirements as such. USACE shall serve as the lead agency for purposes of NEPA.

8. Compliance with Applicable Laws.

The Parties shall comply with all laws and regulations applicable to the performance of the work hereunder. Failure to comply with applicable laws and regulations will constitute a breach of the terms of this Agreement.

9. Disputes/Choice of Law and Venue.

In the event of a dispute arising from this Cooperative Funding Agreement, the Parties agree to participate in a non-binding mediation before resorting to litigation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

10. Notices.

All notices provided by this Agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows:

If to WRD: Robb Whitaker, General Manager  
Water Replenishment District of Southern California  
4040 Paramount Blvd.

Lakewood, CA 90712

Phone: (562) 921-5521

Fax: (562) 921-6101

If to County:

Christopher Stone, Division Engineer

County of Los Angeles, Department of Public Works

Water Resources Division

900 South Fremont Avenue

Alhambra, CA 91802-146

Phone: (626) 458-6102

Fax: (626) 979-5436

11. Amendments.

This Agreement may be modified only by a writing signed by the Parties hereto.

12. Integration; Construction.

This Agreement sets forth the final, complete and exclusive expression of the Parties' agreement and supersedes any and all other agreements, representations, and promises, whether made orally or in writing with respect to the subject matter hereof,. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.

13. Prior Agreements.

This Agreement shall not affect the rights or obligations of the Parties contained in any other agreements formally entered into by the Parties.


14. Authority.

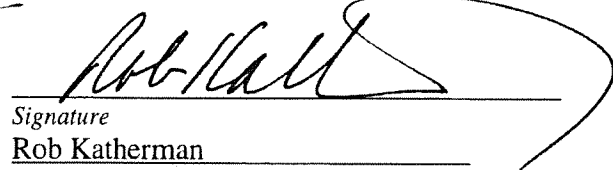
Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.




IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

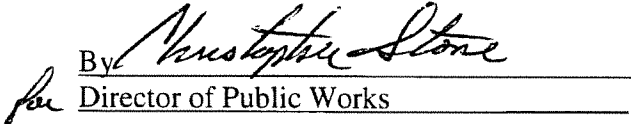
  
\_\_\_\_\_  
*Signature*  
Sergio Calderon  
*Print Name*  
President, Board of Directors  
*Title*

  
\_\_\_\_\_  
*Signature*  
Rob Katherman  
*Print Name*  
Secretary, Board of Directors  
*Title*

**Approved As To Form:**

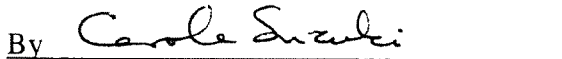
  
\_\_\_\_\_  
H. Francisco Leal, Interim District Counsel

**LOS ANGELES COUNTY**

  
for By \_\_\_\_\_  
Director of Public Works

**APPROVED AS TO FORM:**

**MARY WICKHAM**  
**Interim County Counsel**

By   
\_\_\_\_\_  
Deputy

HOA.1096760.1

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
FOR REVIEW AND PROCESSING OF A  
DEVIATION REQUEST TO THE WATER CONTROL PLAN AT  
WHITTIER NARROWS DAM  
LOS ANGELES COUNTY, CALIFORNIA

This MEMORANDUM OF AGREEMENT (hereinafter the "MOA") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the "Government"), represented by the Commander, Los Angeles District (hereinafter the "District Engineer"), and the County of Los Angeles Department of Public Works (hereinafter the "Contributor"), represented by its Director of Public Works.

WITNESSETH, THAT:

WHEREAS, the Whittier Narrows Flood Control Basin (hereinafter the "Project") was constructed pursuant to Section 3 of the Flood Control Act of 1941(Public Law (P.L.) 77-228);

WHEREAS, the Contributor has expressed interest in the potential to temporarily modify Project operations for water conservation purposes and considers it to be in its own interest to contribute funds voluntarily (hereinafter the "Contributed Funds") to be used by the Government to process Contributor's request to temporarily deviate from the Project water control plan to facilitate ground water recharge and downstream percolation (hereinafter the "Deviation Request") consisting of review and preparation of documentation necessary to comply with applicable laws and regulations and to submit a final recommendation package to the South Pacific Division for decision; and

WHEREAS, the Government is authorized pursuant to 33 U.S.C. 701h to accept Contributed Funds to process Contributor's Deviation Request.

NOW, THEREFORE, the Government and Contributor agree as follows:

1. The Contributor shall provide to the Government Contributed Funds for all costs associated with review and processing of its Deviation Request, including the costs of formulation and analysis of alternative buffer pool water elevations and reviews of environmental, hydrologic and economic studies as well as preparation of documents necessary to comply with applicable laws and regulations. While the Government will endeavor to limit costs associated with the Deviation Request under this MOA to the current estimate of \$150,000, the Contributor understands that the actual costs for the Deviation Request may exceed the estimate due to claims or other unforeseen circumstances. The Contributor further understands that the work to be accomplished under this MOA is limited

to review and processing of the Deviation Request. No efforts to address permanent changes to the Project water control plan will be undertaken under this Agreement.

2. Within ninety (90) calendar days of execution of this MOA, the Contributor shall provide to the Government the sum of \$75,000. Within ninety (90) calendar days of written notification by the Government that additional funds are needed to fund costs of the Deviation Request, the Contributor shall provide such additional funds. The Contributor shall provide the Contributed Funds to the Government by delivering a check payable to "FAO, USAED, Los Angeles District" to the District Engineer or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.

3. The Government shall provide the Contributor with quarterly accountings of the obligations for review and processing of the Deviation Request. The first such accounting shall be provided within thirty (30) calendar days after the final day of the first complete Government fiscal year quarter following receipt of the funds from the Contributor, and subsequent accountings shall be provided within thirty (30) calendar days after the final day of each succeeding quarter until the Government concludes its review and processing of the Deviation Request. Upon conclusion of its review and processing of the Deviation Request and resolution of all relevant claims and appeals, the Government shall conduct a final accounting of the costs of such work and furnish the Contributor with written notice of the results of such final accounting. Such final accounting shall in no way limit the Contributor's responsibility to pay for all costs associated with review and processing of the Deviation Request, including contract claims or any other liability that may become known after the final accounting.

4. Should the final accounting show that the costs of review and processing of the Deviation Request exceed the amount of funds provided by the Contributor, the Contributor shall provide the additional required funds within ninety (90) calendar days of the written notice of the final accounting by delivering a check payable to "FAO, USAED, Los Angeles District" to the District Engineer or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting show that the costs of review and processing of the Deviation Request are less than the amount of funds provided by the Contributor, the Government shall refund the excess to the Contributor within ninety (90) calendar days of the written notice of the final accounting.

5. No credit or repayment is authorized, nor shall be provided, for any Contributed Funds obligated by the Government.

6. The Government shall not credit the Contributor for the Contributed Funds so as to reduce any obligation for which the Contributor is otherwise responsible or would be required of the Contributor pursuant to any Feasibility Cost Sharing Agreement or Project Partnership Agreement that may be entered into by the Government and Contributor concerning the feasibility of permanent water conservation measures at Whittier Narrow Dam or repairs or improvements to the dam necessary before permanent water conservation measures could be implemented.

7. Nothing herein shall constitute, represent, or imply any commitment to budget or appropriate funds for the Project or any permanent water conservation measures at the Project in the future; and nothing herein shall represent, or give rise to, obligations of the United States.

8. Before any party to this MOA may bring suit in any court concerning an issue relating to this MOA, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.

9. In carrying out its obligations under this MOA, the Contributor shall comply with all requirements of applicable Federal laws and implementing regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

10. In the exercise of their respective rights and obligations under this MOA, the Government and the Contributor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

11. Notices.

a. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and either delivered personally or mailed by first-class, registered, or certified mail, as follows:

If to the Contributor:

Los Angeles County  
Department of Public Works  
Water Resources Division  
900 South Fremont Ave, 2<sup>nd</sup> Fl  
Alhambra, CA 91803-1331

If to the Government:

U.S. Army Corps of Engineers  
Los Angeles District CESPL-PM-C  
915 Wilshire Blvd.  
Los Angeles, CA 90053-2325

b. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

c. Any notice, request, demand, or other communication made pursuant to this paragraph shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven (7) calendar days after it is mailed.

12. To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

13. This MOA may be modified or amended only by written, mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this MOA as of the day, month, and year first above written.

DEPARTMENT OF THE ARMY

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

BY: \_\_\_\_\_  
Kirk E. Gibbs  
Colonel, U.S. Army  
Commander and  
District Engineer

BY: \_\_\_\_\_  
Gail Farber  
Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

b. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

c. Any notice, request, demand, or other communication made pursuant to this paragraph shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven (7) calendar days after it is mailed.

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DEPARTMENT OF THE ARMY

COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS

BY: \_\_\_\_\_  
Kirk E. Gibbs  
Colonel, U.S. Army  
Commander and  
District Engineer

BY: \_\_\_\_\_  
Gail Farber  
Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By Carole Suzuki  
Deputy

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
GAIL FARBER  
DIRECTOR  
COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS

DATE:  
  
\_\_\_\_\_